REMARKS/ARGUMENTS

Claims 1, 4-14 and 17-34 are pending in the present application. Claims 2-4, 15-17, and 26-27 have been cancelled. In the Office Action mailed February 23, 2006, the Examiner rejected claims 1, 4-14 and 17-34 under 35 U.S.C. § 103. Claims 1, 14, 23, and 31-33 have been amended and claim 35 has been added.

Reconsideration is respectfully requested in view of the above amendments to the claims and the following remarks.

A.   Rejection of Claims 1, 4-14 and 17-34 Under 35 U.S.C. § 103(a)

The Examiner rejected claims 1, 4-14 and 17-34 under 35 U.S.C. § 103(a) based on U.S. Patent No. 6,640,317 to Snow (hereinafter, "Snow") in view of U.S. Patent No. 6,105,148 to Chung et al. (hereinafter, "Chung"). Of these rejected claims, claims 4, 17, and 26-27 have been cancelled. With respect to claims 1, 5-14, and 18-34, this rejection is respectfully traversed.

The M.P.E.P. states that

> To establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on applicant's disclosure.
>
> The initial burden is on the examiner to provide some suggestion of the desirability of doing what the inventor has done. To support the conclusion that the claimed invention is directed to obvious subject matter, either the references must expressly or impliedly suggest the claimed invention or the examiner must present a convincing line of reasoning as to why the artisan would have found the claimed invention to have been obvious in light of the teachings of the references.

M.P.E.P. § 2142.

Applicants respectfully submit that the claims at issue are patentably distinct from the cited references. The cited references do not disclose, teach, or suggest all of the limitations in these claims.

Claims 1 and 14 have been amended to recite "configur[ing] a repair mechanism at a location remote from a device to monitor system calls made by an application on the device." Claim 23 has been amended to recite "a second device that is remote from the first device and in electronic communication with the first device over a network ... [that] configures the mechanism to monitor system calls made by the application on the first device." Support for these amendments may be found throughout Applicants' Specification, such as on page 4, lines 6-10.

Claims 1 and 14 have also been amended to recite "configur[ing] the repair mechanism at the location remote from the device to repair the application if the repair mechanism detects a failure in at least one of the system calls made by the application." Claim 23 has been amended to recite "the second device configures the mechanism to ... repair the application if the mechanism detects a failure in at least one of the system calls made by the application." Support for these amendments may be found throughout Applicants' Specification, such as on page 2, lines 13-16 and page 4, lines 6-10.

Claims 1 and 14 have been amended to recite "receiv[ing] the repair mechanism from the location remote from the device." Support for these amendments may be found throughout Applicants' Specification, such as on page 3, lines 21-24 and page 4, lines 6-10.

Applicants respectfully submit that neither Snow nor Chung disclose, teach, or suggest "configur[ing] a repair mechanism at a location remote from a device," as recited in claims 1 and 14, or "a second device that is remote from the first device and in electronic communication with the first device over a network ... [that] configures the mechanism," as recited in claim 23, "to monitor system calls" and "to repair the application," as recited in claims 1, 14, and 23.

The Office Action asserts that "Snow further teaches ... configuring the device to perform the monitoring from a location remote from the device." Office Action, page 6. In support of this assertion, the Office Action cites various portions of Snow. However, none of these portions

disclose that these mechanisms are configured either "at a location remote from a device" or at "a second device that is remote from the first device and in electronic communication with the first device over a network," as recited in claim 23.

The first asserted portion of Snow states: "The Artifacts 412 are the persisted form of the value provided by the application. Examples of Artifacts 412 include documents, spreadsheets, databases, mail folders, text files, image files, web pages, etc. These are the files that contain the user's work ("user" in this context can be human or application)." Snow, col. 6, lines 25-30. The second asserted portion of Snow states:

> Examples of computer readable media include recordable-type media, such as a floppy disk, a hard disk drive, a RAM, CD-ROMs, DVD-ROMs, and transmission-type media, such as digital and analog communications links, wired or wireless communications links using transmission forms, such as, for example, radio frequency and light wave transmissions. The computer readable media may take the form of coded formats that are decoded for actual use in a particular data processing system.

Snow, col. 11, lines 1-10.

Neither of these two portions disclose, teach, or suggest anything about a mechanism being configured "at a location remote from a device," as recited in claims 1 and 14, or at "a second device that is remote from the first device and in electronic communication with the first device over a network," as recited in claim 23. In fact, the first and second cited portions do not even mention a device or a remote location, as recited in claims 1 and 14. Rather these portions merely disclose various types of Artifacts 412 and examples of computer readable media respectively.

The last asserted portion of Snow refers to claims 7 and 8, which recite: "The method as recited in claim 6, wherein the server is accessed via a network" and "The method as recited in claim 7, wherein the network is an Internet." Snow, col. 11, lines 50-54. This last cited portion, like the first two, does not disclose, teach, or suggest anything about a mechanism being configured "at a location remote from a device," as recited in claims 1 and 14, or at "a second device that is remote from the first device and in electronic communication with the first device over a network," as

recited in claim 23. Apparently the Office Action is attempting to assert that the server configures a mechanism.

The configured mechanisms, as recited in claims 1, 14, and 23, are configured to "to monitor system calls" made by an application on the device and "to repair the application" if the mechanism detects a failure in at least one of the system calls made by the application, as recited in claims 1, 14, and 23. However, the Office Action has not cited, nor can Applicants find, any portion of Snow that discloses, teaches, or suggests that the server configures the mechanisms of claims 1, 14, and 23 "to monitor system calls" or "to repair the application," as recited in claims 1, 14, and 23. Rather, the server merely provides "the correct version of [a damaged file]." Snow, claim 6. A server providing the correct version of a damaged file is not the same as configuring a mechanism "to monitor system calls" and "to repair the application," as recited in claims 1, 14, and 23. Therefore, Snow does not disclose, teach, or suggest a mechanism being configured "at a location remote from a device," as recited in claims 1 and 14, or at "a second device that is remote from the first device and in electronic communication with the first device over a network," as recited in claim 23, "to monitor system calls" and "to repair the application," as recited in claims 1, 14, and 23.

Furthermore, Applicants respectfully submit that Snow does not disclose, teach, or suggest "receiv[ing] the repair mechanism from the location remote from the device," as recited in claims 1 and 14, or "a second device that is remote from the first device and in electronic communication with the first device over a network ... provid[ing] the mechanism to the first device," as recited in claim 23. Rather, Snow merely discloses providing "the correct version of [a damaged file]." Snow, claim 6. However, a server providing the correct version of a damaged file is not the same as "receiv[ing] the repair mechanism from the location remote from the device," as recited in claims 1 and 14, or "a second device that is remote from the first device and in electronic communication with the first device over a network ... provid[ing] the mechanism to the first device," as recited in claim 23.

Chung does not make up for the deficiencies of Snow. The Office Action has not cited, nor can Applicants find, any portion of Chung that discloses, teaches, or suggests "configur[ing] a repair mechanism at a location remote from a device," as recited in claims 1 and 14, or "a second device

that is remote from the first device and in electronic communication with the first device over a network ... [that] configures the mechanism," as recited in claim 23, "to monitor system calls" and "to repair the application," as recited in claims 1, 14, and 23, or "receiv[ing] the repair mechanism from the location remote from the device," as recited in claims 1 and 14, or "a second device that is remote from the first device and in electronic communication with the first device over a network ... provid[ing] the mechanism to the first device," as recited in claim 23. Rather, Chung teaches that the watchdogs 80 on each node monitor application processes **on their own node.** See Chung, col. 6, lines 14-21.

Monitoring application processes on a node is not the same as "configur[ing] a repair mechanism at a location remote from a device," as recited in claims 1 and 14, or "a second device that is remote from the first device and in electronic communication with the first device over a network ... [that] configures the mechanism," as recited in claim 23, "to monitor system calls" and "to repair the application," as recited in claims 1, 14, and 23. Furthermore, monitoring application processes on a node is not the same as "receiv[ing] the repair mechanism from the location remote from the device," as recited in claims 1 and 14, or "a second device that is remote from the first device and in electronic communication with the first device over a network ... provid[ing] the mechanism to the first device," as recited in claim 23.

Claim 23 recites "a first device configured to run an application," "a second device ... configured to configure the mechanism and to provide the mechanism to the first device," and "a third device ... configured to track failures detected by the mechanism." Applicants respectfully submit that neither Snow nor Chung disclose, teach, or suggest a first, second, and third device that perform these functions, as recited in claim 23.

Regarding claims 23-25 and 28-30, the Office Action asserts that "[t]hese claims are the same as per claims 1 [sic: and] 4-13." Office Action, page 9. Applicants respectfully submit that claims 23-25 and 28-30 are distinct from claims 1 and 4-13. However, in support of the rejection of claims 23-25 and 28-30, the Office Action asserts that "Snow explicitly teaches a client/server environment therein to continuously monitoring [sic], detecting [sic], and correcting/repairing [sic] application

failures (i.e., client, server, communication device via Internet, etc... as being first, second, third, etc... devices used to supporting [sic] application failure detection and correction)." Office Action, page 9. The Office Action did not cite to any portion of Snow or Chung in support of this assertion. Apparently, the Office Action is asserting that a client is a first device, a server is the second device, and a communications device is the third device. Specifically, the Office Action is asserting that the client is "configured to run an application," the server is "configured to configure the mechanism and to provide the mechanism to the first device," and the communications device is "configured to track failures detected by the mechanism," as recited in claim 23.

However, Applicants cannot find any portion of Snow or that discloses, teaches, or suggests these three distinct devices, as recited in claim 23. Specifically, Applicants submit that Snow fails to disclose, teach, or suggest three distinct devices, as recited in claim 23, that perform these respective recited functions.

Snow does disclose a server as shown above in connection with Snow's claims. However, other than in the claims, Snow only discloses a server in the context of physically storing working definitions on a server. See Snow, col. 10, lines 56-59. As shown above, the server disclosed in the claims merely supplies "the correct version of [a damaged file]." Snow, claim 6. However, Snow does not disclose, teach, or suggest that the server is "configured to run an application," "configured to configure the mechanism and to provide the mechanism to the first device," or "configured to track failures detected by the mechanism," as recited in claim 23. Rather, as shown above, Snow's server merely discloses storing working definitions or supplying the correct version of a damaged file.

Additionally, Applicants cannot find any portion of Snow that discloses a communication device. In fact, a search of the entire text of Snow for the term "communication device" returns no results. Therefore, Snow does not disclose, teach, or suggest a third device, as recited in claim 23.

Chung does not make up for the deficiencies of Snow. The Office Action has not cited, nor can Applicants find, any portion of Chung that discloses, teaches, or suggests a first, second, and third device, as recited in claims 1 and 14. Specifically, like Snow, Applicants cannot find any

portion of Chung that discloses the asserted client, server, or communications device. Furthermore, though Chung discloses multiple nodes, Chung does not disclose, teach, or suggest that these nodes are "configured to run an application," "configured to configure the mechanism and to provide the mechanism to the first device," or "configured to track failures detected by the mechanism," as recited in claim 23. Rather, as shown above, each node performs functions for that particular node, not for other nodes. See Chung, col. 6, lines 14-21.

In view of the foregoing, Applicants respectfully submit that claims 1, 14, and 23 are patentably distinct from the cited references. Accordingly, Applicants respectfully request that the rejection of claims 1, 14, and 23 be withdrawn.

Claims 5-13, 31, and 34 depend either directly or indirectly from claim 1. Claims 18-22 and 32 depend either directly or indirectly from claim 14. Claims 23-25, 28-30 and 33 depend either directly or indirectly from claim 23. Accordingly, Applicants respectfully request that the rejection of claims 5-13, 18-22, 24-25, and 28-34 be withdrawn for at least the same reasons as those presented above in connection with claims 1, 14, and 23.

New Claim 35 has been added. Claim 35 recites "the first device is a user terminal, the second device is an administrator terminal, and the third device is a core manager." Support for this amendment may be found throughout Applicants' Specification, such as in Figure 1 and on page 4, lines 6-10. Claim 35 also recites "wherein the user terminal is configured to run a plurality of applications." Support for this amendment may be found throughout Applicants' Specification, such as on page 2, lines 16-19. Claim 35 has been amended to recite "wherein the administrator terminal configures a healing program to be able to heal at least two of the applications on the user terminal." Support for this amendment may be found throughout Applicants' Specification, such as on page 4, lines 16-19. Claim 35 has also been amended to recite "wherein the administrator terminal deploys the healing program to the user terminal." Support for this amendment may be found throughout Applicants' Specification, such as on page 3, lines 21-23.

Claim 35 also recites "wherein the mechanism is configured to examine system calls made by at least two applications." Support for this amendment may be found throughout Applicants'

Specification, such as on page 4, lines 16-19. Claim 35 has been amended to recite "wherein the healing program sends events regarding a failure to the core manager." Support for this amendment may be found throughout Applicants' Specification, such as in Figure 2 and on page 7, lines 9-11. Claim 35 has also been amended to recite "wherein the core manager stores the events in a database." Support for this amendment may be found throughout Applicants' Specification, such as in Figure 2 and page 7, lines 11-13.
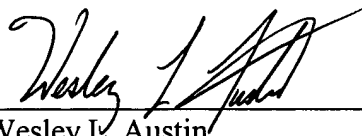
Applicants respectfully submit that neither Snow nor Chung disclose, teach, or suggest these new limitations. Because claim 35 depends directly from claim 23 and because the cited references do not disclose, teach, or suggest these limitations, Applicants respectfully submit that claim 35 is patentably distinct from the cited references. Accordingly, Applicants respectfully request immediate allowance of claim 35.

B.   Conclusion

Applicants respectfully assert that all pending claims are patentably distinct from the cited references, and request that a timely Notice of Allowance be issued in this case. If there are any remaining issues preventing allowance of the pending claims that may be clarified by telephone, the Examiner is requested to call the undersigned.

Respectfully submitted,

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Date: May 23, 2006

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